

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

AFFINITY LIVING GROUP, LLC,
and CHARLES E. TREFZGER, JR.,

Plaintiffs,

v.

STARSTONE SPECIALTY
INSURANCE COMPANY, and
HOMELAND INSURANCE
COMPANY OF NEW YORK

Defendants.

1:18-CV-35

JUDGMENT

This matter is before the Court on the Plaintiffs' Motion for Partial Summary Judgment, Doc. 29, Defendant Homeland Insurance Company of New York's Motion for Judgment on the Pleadings, Doc. 30, and Defendant StarStone Specialty Insurance Company's Motion for Judgment on the Pleadings, Doc. 27, all motions were directed at Claims I and II contained in Plaintiffs' Second Amended Complaint. Doc. 11.

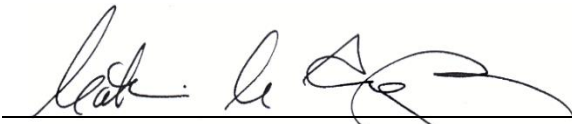
The Court entered Memorandum Opinion and Orders granting Defendant Homeland Insurance Company of New York's Motion for Judgment on the Pleadings and denying Plaintiffs' Motion for Partial Summary Judgment regarding its claims against Defendant Homeland Insurance Company of New York, Doc. 46; and granting Defendant StarStone Specialty Company's Motion for Judgment on the Pleadings and denying Plaintiffs' Motion for Partial Summary Judgment regarding its claims, contained in Claim I and II, against Defendant StarStone Specialty Company. Doc. 47. This Court

has found that there is no coverage under policies of insurance issued by Defendants Homeland Insurance Company of New York and StarStone Specialty Insurance Company for, and no corresponding duty to defend, Plaintiffs in the underlying lawsuit filed by Stephen Gugenheim.

IT IS THEREFORE ORDERED AND ADJUDGED that the Plaintiffs' Motion for Partial Summary Judgment, Doc. 29, is **DENIED**, the Defendant Homeland Insurance Company's Motion for Judgment on the Pleadings, Doc. 30, is **GRANTED**, the Defendant StarStone Specialty Insurance Company's Motion for Judgment on the Pleadings, Doc. 27, is **GRANTED**, and the court hereby **DECLARES** and rules that there is no coverage under the policies of insurance issued by Defendants Homeland Insurance Company of New York and StarStone Specialty Insurance Company for, and no corresponding duty to defend, the lawsuit filed against the Plaintiffs by the United States of America and the State of North Carolina, ex rel. Stephen Gugenheim, Civil Action No. 5:16-cv-410, pending in the United States District Court for the Eastern District of North Carolina; and that Defendants Homeland Insurance Company of New York and StarStone Specialty Insurance Company did not breach their contracts with the Plaintiffs when they denied coverage in this case. Judgment is therefore entered in favor of Defendant Homeland Insurance Company of New York and Defendant StarStone Specialty Insurance Company on Claims I and II of the Second Amended Complaint. Costs to be taxed against the Plaintiffs.

As this Judgment terminates all claims against Defendant Homeland Insurance Company of New York, Defendant Homeland Insurance Company of New York is dismissed from this case with prejudice.

This the 17th day of October, 2018.



UNITED STATES DISTRICT JUDGE